

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

DELPHINE ALLEN, et al.,
Plaintiffs,
v.
CITY OF OAKLAND, et al.,
Defendants.

MASTER CASE FILE
NO. C00-4599 TEH

ORDER RE: DEADLINES
FOLLOWING APRIL 20, 2006
CASE MANAGEMENT
CONFERENCE

AND RELATED CASES

Following the April 20, 2006 case management conference, the parties met and conferred with the Independent Monitoring Team ("IMT") regarding a number of deadlines. The IMT has now reported the results of the parties' meeting and conferring to the Court, and the deadlines and other actions agreed upon by the parties shall become orders of this Court. Accordingly, with good cause appearing, IT IS HEREBY ORDERED that:

1. Internal Affairs Policy. Defendants shall update and publish IAD Policy and Procedure 05-04, "Procedures for Force and Death Investigations," on or before **June 16, 2006**. Defendants shall complete training of all relevant personnel on this policy or before **September 14, 2006**. Deputy Chief Jeffrey Israel shall be the responsible commander for completing these tasks and, as a result, may be held in contempt of court if Defendants fail to publish the specified policy or complete the requisite training by the deadlines set forth in this paragraph.

2. Use of Force Policies. (a) Defendants shall update or draft, and then publish, the following policies on or before **August 1, 2006**, and complete training of all relevant personnel on the following policies on or before **October 30, 2006**:

DGO C-4: "Safety Equipment"

DGO K-9: "Department Canine Program"

TB III-B.4: "Handcuffing Techniques"

TB V-G: "Use of Police Canines"

TB III-H.1: "Use of TASER"

TB III-H.2: "Use of the Long Baton," renamed as "Use of Hand Held Impact Weapons"

TB V-F.2: "Use of Oleoresin Capsicum," renamed as "Use of Chemical Agents"

TB V-O: "Officer Involved Shooting"

TB III-X: "Deadly Force and Vehicles"

TB-X-X: "Specialty Impact Munitions"

(b) In addition, Defendants shall update and publish the following policy on or before **October 1, 2006**, and complete training of all relevant personnel on the following policy on or before **December 30, 2006**:

TB III-N: "Recognizing and Handling Mentally Disturbed People"

(c) Defendants shall also immediately cancel all obsolete policies where no replacement policy is necessary. For those policies where a replacement policy is necessary, the policies shall be cancelled immediately upon publication of appropriate replacement policies.

(d) Deputy Chief Howard Jordan shall be the responsible commander for completing the tasks identified in paragraphs (a) through (c) above and, as a result, may be held in

1 contempt of court if Defendants fail to publish the specified policies or complete the requisite
2 training by the deadlines set forth in those paragraphs.

3
4 (e) The Court understands that Defendants are in the process of comprehensively
5 updating their use of force policies, including those that may not fall within the scope of the
6 negotiated settlement agreement. The Court commends Defendants for taking such a
7 proactive approach and strongly encourages Defendants to complete this comprehensive
8 review without delay. In particular, the Court looks forward to learning about Defendants'
9 progress in updating, drafting, publishing, and completing training on the following policies
10 in a timely manner:

11 SO 4725: "Positional Asphyxia"

12 TB III-B.3: "Searches of Persons"

13 TB III-B.6: "Contact and Cover"

14 TB III-F: "Reaching Into a Parked, Occupied Vehicle"

15 TB III-F.2: "Prisoner Safety"

16 TB III-S: "In-Custody Ingestion of Narcotics"

17 TB III-V: "Challenge and Reply: Procedures for Identifying Plainclothes"

18 TB III-Z: "Solo Foot Pursuits"

19 TB V-F.1: "Police Weapons-Their Use and Care"

20 TB Y-Y: "Use of the WRAP"

21
22 3. Personnel Assessment System. The Court understands that Defendants are now
23 referring to the early identification and intervention system required by the negotiated
24 settlement agreement as the Personnel Assessment System ("PAS"), rather than the
25 Personnel Information Management System ("PIMS"). Thus, all references to PIMS in the
26 settlement agreement and any other documents in the case file shall now be construed to refer
27 to PAS.
28

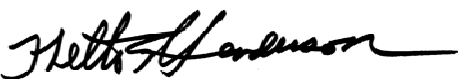
1 (a) On December 22, 2005, the Court ordered Defendants to provide to the IMT a
2 draft policy for what was then known as PIMS, and the Court further named Deputy Chief
3 Jeffrey Israel as the responsible commander for that task. The Court understands that
4 Defendants are currently in the process of revising the PIMS (now PAS) policy following the
5 IMT's first round of comments. Defendants shall provide a revised draft PAS policy to the
6 IMT on or before **June 26, 2006**. After working with the IMT to further refine the revised
7 draft, Defendants shall publish the PAS policy on or before **September 29, 2006**, and
8 complete training of all relevant personnel on that policy on or before **December 31, 2006**.
9 Deputy Chief Israel will no longer bear responsibility for these tasks. Instead, Lieutenant
10 Kenneth Parris shall be the responsible commander and, as a result, may be held in contempt
11 of court if Defendants fail to provide the revised draft PAS policy to the IMT, publish the
12 final PAS policy, or complete the requisite training by the deadlines set forth in this
13 paragraph.

14
15 (b) The Court further understands that the City of Oakland is under contract with
16 Motorola to provide hardware, software, and customized modules for PAS. The Motorola
17 system is known as EVALIS. Defendants shall install the EVALIS client software and base
18 modules (Document Managers) on all required computers on or before **September 18, 2006**.
19 Defendants shall complete training of all relevant personnel on the new system, including
20 training for all data entry points, on or before **December 31, 2006**. Ahsan Baig, Information
21 Technology Department Manager, shall be responsible for these tasks and, as a result, may
22 be held in contempt of court if Defendants fail to meet the deadlines set forth in this
23 paragraph. The Court understands, however, that Defendants' ability to meet these deadlines
24 may be impacted if Motorola does not timely deliver to Defendants the customized modules,
25 documentation, training, and EVALIS version 1.94, as specified in the City's contract with
26 Motorola.

1 (c) Defendants shall have PAS in place in its entirety on or before **January 1, 2007**,
2 provided that Motorola delivers all systems on time, with the systems working properly, as
3 required by the City's contract with Motorola.

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5 **IT IS SO ORDERED.**

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7 Dated: 05/10/06



THELTON E. HENDERSON, JUDGE
UNITED STATES DISTRICT COURT